

Committee as required by this Agreement, by any subcontractor, individual, partnership or corporation, the signatory contractor hereby agrees that such affiliate or subsidiary will observe all of the terms, conditions and provisions of this Agreement as though it had duly executed same, and is fully responsible therefore.

(F) The purpose of the foregoing subparagraph is to prevent the avoidance, on job site construction, of any of the terms, conditions and provisions of this Agreement by precluding any subcontracting to individuals, partnerships or corporations who do not employ members of the unit, and who do not abide by all of the terms, conditions and provisions of this Agreement. mutually negotiated between the parties hereto.

(G) Should the Union at any time hereafter enter into an agreement with any employer performing work covered by the terms of this Agreement with terms and conditions more advantageous to such employer, or should the union in the case of any employer which is bound to this form of agreement countenance a course of conduct by such employer enabling it to operate under more advantageous terms and conditions than is provided for in this Agreement, the employer, party to the Agreement, shall be privileged to adopt such advantageous terms and conditions provided the employer, through the Association, has sent written notice to the union calling the matter to its attention.

## **ARTICLE VII**

### ***Fringe Benefits Funds***

With regard to all Fringe Benefits Funds provided for in this agreement, where the Funds are required to be jointly administered in accordance with the Labor-Management Relations Act, Section 302, the parties hereby agree on the following procedure for the designation of Trustees:

Two (2) union trustees shall be designated by Laborers Local 754.

One (1) employer trustee shall be designated by the Contractors Association of Rockland County, Inc.

One (1) employer trustee shall be designated by the Construction Employers of the Hudson Valley, Inc.

## **ARTICLE VIII**

### ***Welfare Fund***

The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the Laborers Local 754 Welfare Fund as the same may be amended from time to time except that no amendment may increase the employer's obligations to contribute an amount greater than set forth herein, and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this Agreement as though the same were fully set forth herein. The Employer shall pay to the Welfare Fund the sum of \$3.35 per hour or such other amount as agreed to between the parties for work done in accor-

dance with this Agreement, for each hour paid to laborers employed by the Employer during such period including holidays and overtime.

Benefits may be extended to employees and paid officers of the Union, employees of the Laborers Local 754 welfare, pension, annuity, industry advancement. Laborers' Training and Education Trust, Labor-Management Cooperation and New York Health and Safety and deductions for Savings, Dues Supplement and New York State Political Action Committee as required by this Agreement. Payment will be made weekly in accordance with Article XIII.

#### **ARTICLE IX** *Pension Fund*

The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the Laborers Local 754 Pension Fund as the same may be amended from time to time except that no amendment may increase the Employer's obligation to contribute an amount greater than set forth herein, and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be part of this Agreement as though the same were fully set forth herein. The Employer shall pay to the Pension Fund the sum of \$2.60 per hour or such other amount as agreed to between the parties for work done in accordance with this agreement, for each hour paid to laborers employed by the Employer during such period including holidays and overtime.

Benefits may be extended to employees and paid officers of the Union, employees of the Laborers Local 754, provided that contributions are paid on the same basis as other employees on behalf of such persons by the Union, Welfare, Annuity, Savings and Pension Fund as the case may be. Payment will be made weekly in accordance with Article XIII.

#### **ARTICLE X** *Savings Fund*

(A) Commencing May 1, 1997 each contractor shall deduct two dollars and ten cents (\$2.10) per hour from the net hourly pay of employees for each hour paid, including paid holidays, to employees of the Employer covered by this Agreement. Such deductions are to be forwarded to the trustees of the savings fund hereto established.

(B) The savings fund will be administered in accordance with the savings fund articles established by Laborers' Local #754 and the Association, and shall be operated in accordance with all existent state laws and federal regulations pertaining thereto, and also any subsequently enacted legislation applicable thereto.

#### **ARTICLE XI** *Annuity Fund*

The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the

Laborers' Local 754 Annuity Fund as the same may be amended from time to time except that no amendment may increase the employer's obligation to contribute an amount greater than set forth herein, and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this Agreement as though the same were fully set forth herein. The Employer shall pay to the Annuity Fund the sum of \$2.00 per hour or such other amount as agreed to between the parties for work done in accordance with this agreement, for each hour paid to laborers employed by the Employer during such period including holidays and overtime.

Benefits may be extended to employees and paid officers of the Union, employees of the Laborers' Local 754 Welfare, Pension, Annuity and Savings Fund, provided that contributions are paid on the same basis as other employees on behalf of such persons by the Union, Welfare, Annuity, Savings and Pension Funds as the case may be. Payment will be made weekly in accordance with Article Xiii.

## ARTICLE XII *Dues Supplement Check-Off*

The Employer agrees to deduct from the wages of employees covered by the provisions of this Agreement, the amount of one dollar and twenty-five cents (\$1.25) per hour or such other amount as the Union shall designate in writing throughout the term of this Agreement for each hour paid, including holiday and overtime, from the

weekly pay of each employee who has authorized such deductions in writing, and remit the same weekly in accordance with Article Xiii to the Union with a list of employees and the number of hours worked by each employee. Such authorization shall be signed in duplicate, one copy supplied to the Employer, and the authorization shall be irrevocable for a period of one (1) year or the termination of the Collective Bargaining Agreement, whichever is sooner, and shall be automatically renewed from year to year thereafter, unless sixty (60) days prior to any anniversary date such authorization shall be terminated by notice in writing to the Employer and to the Union.

(A) The Union shall keep the authorization cards on file for inspection by employers, should any question arise over authorization. The Employer assumes no obligation with respect to the obtaining of dues supplement authorization cards, it being understood that this shall be an obligation of the union.

(B) The Union shall indemnify and save harmless the employer against any and all claims, demand, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon dues supplement authorization cards being on file with the Union.

## ARTICLE XIII *One Stamp Payment*

On payday the contributions to the welfare, pension,

annuity, industry advancement, Laborers' Training and Education Trust, Labor-Management Cooperation and New York Health and Safety and deductions for Savings, Dues Supplement and New York State Political Action committee as required by this agreement.

Articles VIII, IX, X, XI, XII, XIV, XV, XVI, and XVII shall be paid by stamps to be purchased from designated banks of any other office approved by the Trustees and placed in the pay envelope. The stamps shall be equal in value to the total of all fringe benefits, dues check off and IAF due that week. For overtime work contributions to all Fringe Benefit Funds, the IAF and dues checked off shall be made at time and one half the rate shown in Articles VII, IX, X, XI, XII and XIV for Heavy Construction work and at time and one half for the rate shown in Articles VIII, XI, X, XI, XII, XIV, XV, XVI and XVII for Highway Construction work. Stamps shall be numbered serially, color coded and shall be registered by the issuer in the name of the purchasing employer.

#### ARTICLE XIV *Industry Advancement Fund*

(A) Each contractor, whether builder, contractor or sub-contractor; or whether any individual or entity bound by this Agreement, shall pay ten cents (\$.10) per hour for each regular hour paid to the members of the unit covered by this Agreement to the contractor's Industry Advancement Fund. This ten cents (\$.10) shall be collected in the manner prescribed in Article XIII of this

Agreement. Payments hereunder may not be used for lobbying in support of anti-labor legislation, nor for the purpose of subsidizing any contractor, or contractors during periods of work stoppage of strikes.

(B) The contractor's Industry Advancement Fund shall be administered in accordance with all existent federal and state laws and regulations pertaining thereto, and also with any subsequently enacted legislation applicable thereto. The Union will not have any representation whatsoever among the officers or members of such fund, and it is clearly agreed and understood between the parties hereto that this is solely a management fund, and not a joint fund. The Union shall have no responsibility whatsoever for the collection of any monies due under this paragraph. Where the trustees of the contractor's Industry Advancement Fund are required to maintain appropriate actions, in law, or in equity, to collect the proper amount of contributions due, for the accounting, or for any.

#### ARTICLE XV *Laborers' Training and Education Trust*

**Section 1:** The Employer hereby agrees to contribute to the Laborers' Training and Education Trust at the rate of 25 cents for each hour or portion of each hour paid by an Employer under this agreement.



## ARTICLE XVI

### *Labor-Management Cooperation*

**Section 1:** The Employer and the Union recognize that they must confront issues of mutual concern which are more effectively resolved through labor-management cooperation than the collective bargaining process. The Employer shall contribute to the New York State Laborers-Employers Cooperation and Education Trust at the rate of ten cents (\$.10) for each hour or portion of each hour paid by an Employee under this Agreement.

## ARTICLE XVII

### *New York Health and Safety Fund*

**Section 1:** The Employer and the Union recognize they have a mutual concern regarding the health and safety of workers. These concerns are best addressed through labor-management cooperation. To assure a safer and healthier situation for workers, the Employer and the Union agree to participate in the labor-management cooperation trust fund described herein which is established in accordance with Section 302(c)(9) of the Taft-Hartley Act. Effective with the date of this Agreement, Employer shall contribute to the New York Health and Safety Fund of North America (NYHSF) at the rate of five cents (\$.05) for each hour or portion of an hour paid for which each employee covered by this agreement is entitled to receive pay.

## ARTICLE XVIII

### *New York State Political Action Committee*

The employer agrees to deduct and transmit to the New York State Laborers' Political Action Committee five cents (\$.05) for each hour paid from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union.

The Union agrees to indemnify and hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said New York State Laborers' Political Action Committee.

## ARTICLE XIX

### *754/Contractors Organizing & Development Fund*

The Employer agrees to comply with the Trust Agreement, By-Laws, Rules and Regulations of the 754/Contractors Organizing & Development Fund as the same may be amended from time to time except that no amendment may increase the employer's obligation to contribute an amount greater than set forth herein and the aforesaid Trust Agreement, By-Laws, Rules and Regulations shall be a part of this Agreement as though the same were fully set forth herein. The Employer shall pay to the 754/Contractors Organizing & Development Fund the sum of \$0.50 per hour or such other amount as agreed to between the signatory parties for work done in accordance with this agreement, for each hour paid to

laborers employed by the employer during such period including holidays and overtime.

Benefits may be extended to employees and paid Officers of the Union, employees of the Laborers Local 754 Pension, Welfare, Annuity and Savings Fund, provided that contributions are paid on the same basis as other employees on behalf of such persons by the Union, Welfare, Annuity, Savings and Pension Fund as the case may be. Payment will be made weekly in accordance with Article XIII.

## **ARTICLE XX**

### ***Contractor's Performance and Surety Bond***

At the sole option of the Union, Employers, whether contractors, general contractors, sub-contractors, home builders and/or any other type of contractor or employer, must post a surety bond obtained from a carrier licensed to do business in the State of New York with the Union prior to the commencement of any work by such contractor, or employer. Such bond shall be in the amount of five thousand dollars (\$5,000.00) and must guarantee the payment of wages of all members of the unit employed by such contractor, and the payment of wages, welfare, pension, annuity, industry advancement, Upstate New York Laborers' Regional Training and Education Trust, Labor-Management Cooperation and New York Health and Safety contributions under this Agreement. A copy of such bond shall be furnished to the Fund Office before the commencement of any work by the contractor.

## **ARTICLE XXI**

### ***Audit of Contractor's Payroll Records: Collection Procedures***

(A) Each contractor, signatory to this Agreement, will permit an examination of its books and records to enable determination and verification of the contributions due under Articles VIII thru XIV of this Agreement by an auditor designated by a majority of the Union and management trustees of the respective funds.

(B) A written notice of one (1) week shall be mailed to the contractor at the business address given by him when this Agreement is executed, informing him that an audit will take place at the time and place set forth in the notice, and directing him to have his books and records available to the auditor. Where possible, audits shall be made at the contractor's place of business.

(C) The contractor shall make available all books and records required by the auditor to enable said auditor to correctly ascertain and verify the proper contributions due hereunder. Should any affiliate or subsidiary contractor, as described in Article VI-(1)(E) of this Agreement, be involved, the contractor will make the books and payroll records of such affiliate or subsidiary contractor available to the auditor at the same time, so that a complete audit can be made, regardless of whether such affiliate or subsidiary be an individual, partnership or corporation.

(D) The trustees of the respective funds shall maintain appropriate actions, in law or in equity, to collect the

proper amount of contributions due, for an accounting or for any other appropriate relief. Should court action be required in order to effect an examination of his books and records, the contractor shall be responsible, in addition to the monies owed, for reasonable attorney's fee, necessary and reasonable disbursements incurred, court costs, plus interest at the rate of (6%) per annum on all monies owed.

(E) In the event of delinquency for which the Funds are required to refer the matter to legal counsel to collect the delinquent contributions to such Fund(s), the Employer shall pay to such Fund(s), the following:

- 1) The unpaid contributions; and
- 2) Interest on the unpaid contributions determined at the prime rate, plus
- 3) An amount equal to the greater of - (i) Liquidated damages of 20% of the amount of the unpaid contributions; plus
- 4) Reasonable attorney's fees and costs of collection.

## ARTICLE XXII

### *Union's Right to Strike Delinquent Employees*

(A) The Union is granted an absolute right to strike the job of any contractor who is delinquent in payments to the Union Benefit Funds, and shall be under no compulsion to resume any employment with such contractor until all delinquencies are completely paid up. Where such action is necessitated as a result of the delinquency

of any contractor in the payment of wages, or of any of the fringe benefit payments set forth elsewhere in this Agreement, such delinquent contractor shall be required to pay the striking employees wages for each day on strike for a period not to exceed three (3) days prior to their return to employment for such contractor.

## ARTICLE XXIII

### *Hiring Hall Conditions*

(A) The Contractors Association of Rockland County agrees that the hiring of laborers under this Agreement shall be on a referral basis following the procedures upon the terms and conditions hereinafter provided in this Agreement.

(B) The employer hereby recognizes and acknowledges that the Union is the exclusive representative of all employees in the classification of work covered by this Agreement for the purpose of collective bargaining, as provided by the National Labor Relations Act, except that a minimum number of key men, which number shall be mutually agreed upon at the start of the job, may be employed directly by the contractor; and the contractor shall have the right to appoint his own foreman.

(C) The Employer or contractor, hereby agrees to recognize the Union as the exclusive referral agent of all employees in the classification of work covered by this Agreement.

(D) It is understood and agreed between the parties hereto, and to provide an orderly procedure of referral of